

**RATIFICATION MEETING SUMMARY**

**of the**

**TENTATIVE AGREEMENT**

**between**

**AKW L.L.P., the ALUMINUM WHEEL JOINT VENTURE**

**and**

**THE UNITED AUTOMOBILE, AEROSPACE, & AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA and its LOCAL UNION NO. 1186**

**April 13, 1997**

This document is only a summary meant to be used as a guide for ease of reference. It does not represent the complete Tentative Agreement between the parties, which exists in its complete form in separate documents. The actual Tentative Agreement, not this document, governs any issues that arise concerning the meaning and interpretation of the agreement between the parties.

## **Joint Venture Transition and Startup OVERVIEW**

1. Two Lump Sum Payments/Transition Bonuses will be provided to AKW Employees: \$200 will be paid to UAW employees working at AKW as of September 20, 1997, and \$500 will be paid to employees working at AKW as of May 1, 1998. Also, Existing Kaiser Employees hired at AKW's startup will be given credit for Kaiser plant seniority for most purposes.
2. Existing Kaiser Employees in the UAW bargaining unit would be hired by AKW L.L.P. by order of Kaiser plant seniority.
3. Startup/substitute startup employees would be given credit for Kaiser plant seniority under the labor agreement (credit for pension would involve vesting/eligibility but not benefit calculation).
4. In certain positions, AKW would hire Existing Kaiser Employees based on Kaiser plant seniority as well as indications that the person had satisfactory past performance in the particular job.
5. The Joint Venture's startup hiring into positions covered by its separate UAW Skilled Trades Agreement will be handled in accordance with that Agreement as well as the Agreement Concerning Transitional Issues.
6. Employment offers, to be extended immediately after ratification, would be conditioned on the successful completion of post-offer physical examinations and a drug/alcohol screen. (These steps would be strictly confidential — relevant information being transmitted only to the AKW representatives directly involved in hiring, and without disclosure to Accuride or Kaiser officials.)
7. Existing Kaiser Employees hired by AKW in connection with its May 1, 1997 startup will can make a one-time election, 90 days following AKW's commencement, to exercise their seniority and return to Kaiser. In that situation, other applicants from Kaiser will be hired or considered by AKW as "substitute" startup employees. This election to return to Kaiser is subject to some conditions (e.g., the person cannot have accepted retirement from Kaiser before making the election, and some vacation coordination would have to occur between Kaiser and AKW).

## **UAW-Joint Venture Labor Agreement**

### **General Summary**

1. The UAW-Joint Venture collective bargaining agreement contains provisions that are generally the same as those set forth in the UAW-Kaiser agreement.
2. Of the UAW-Kaiser agreement's 25 articles, roughly 20 articles have been reproduced without change.
3. Of the remaining articles, the main focus of changes at AKW deals with seniority. Based on AKW's size, plant seniority will generally govern various aspects of work. Kaiser startup employees at AKW will be given credit for Kaiser plant seniority for most purposes under the labor agreement.
4. The following chart (see next page) summarizes the changes made in the collective bargaining agreement.

**UAW-Joint Venture Labor Agreement**  
**OTHER ISSUES**

***"Opting Out"/"Opting Down" of Group Insurance Coverage***

- **General Rule** — Kaiser policy retained: You can "opt down" (cover dependents with verified insurance elsewhere) but not "opt out" (in other words, everyone must cover at least themselves)

- **One-time "Retiree Insurance" Election . . .**

**Issue** — Do AKW's retired Kaiser startup employees have to accept AKW insurance coverage if they prefer to rely on the Kaiser retiree insurance?

**Agreement** —

- (1) Kaiser retirees hired by AKW as startup/substitute startup employees, who . . .
- (2) Retire from Kaiser by September 15, 1997 . . .
- (3) Can make a one-time irrevocable election — at time of retirement from Kaiser — to elect either Kaiser retiree medical/life insurance OR AKW medical/life insurance (election applies to themselves and dependents)
- (4) Resulting Treatment of medical/life insurance by Kaiser or AKW varies:
  - a. **Electing Kaiser Retiree Coverage.** If the retiree elects Kaiser retiree insurance for themselves and dependents, they will participate in Kaiser insurance and will not have future AKW insurance
  - b. **Electing AKW Coverage — "85 Points" or Above.** If the Kaiser retiree elects AKW medical/life insurance, and was eligible upon retirement from Kaiser for contribution-free Kaiser retiree medical insurance (85 points), the person (and dependents) will participate in AKW's medical/life insurance plans while working at AKW.
    - When this type of person leaves or retires from AKW, Kaiser rather than AKW will be responsible for providing any retiree medical/life insurance.
  - c. **Electing AKW Coverage — Under "85 Points."** If the Kaiser retiree elects AKW medical/life insurance, and was NOT eligible upon retirement from Kaiser for contribution-free Kaiser retiree medical insurance (under 85 points), the person (and dependents) will participate in AKW's medical/life insurance plans while working at AKW and after their departure or retirement from AKW.
  - d. **"Opting Down" By Kaiser Retirees.** Kaiser retirees electing AKW coverage cannot "opt down" based on any potentially available Kaiser dependent coverage, but they would be permitted to do so if they can verify dependent coverage from a source other than Kaiser.